



LucasArts and the LucasArts logo are registered trademarks of Lucasfilm Ltd. © 2005-2011 Lucasfilm Entertainment Company Ltd. or Lucasfilm Ltd. & ® or TM as indicated. All rights reserved. LEGO, the LEGO logo and the Minifigure are trademarks of The LEGO Group. © 2005-2011 The LEGO Group. © 2005-2011 The LEGO Group.

Emulliovies

PRINTED IN USA

3426102

NINTENDO



The official seal is your assurance that this product is licensed or manufactured by Nintendo. Always look for this seal when buying video game systems, accessories, games and related Nintendo products. Nintendo does not license the sale or use of products

THIS GAME CARD WILL WORK ONLY WITH THE NINTENDO DS™ VIDEO GAME SYSTEM.

A CAUTION - Stylus Use

To avoid fatigue and discomfort when using the stylus, do not grip it tightly or press it hard against the screen. Keep your fingers, hand, wrist and arm relaxed. Long, steady, gentle strokes work just as well as many short, hard strokes.



Licensed by



NINTENDO, NINTENDO DS AND THE OFFICIAL SEAL ARE TRADEMARKS OF NINTENDO © 2011 NINTENDO.

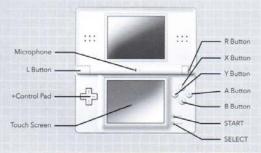
Table Of Contents

WELCOME	
CONTROLS	
CUSTOMER SUPPORT	
SOFTWARE LICENSE AND LIMITED WARRANTY	

Welcome

A long time ago in a galaxy far, far away.... The LEGO* Star Wars Universe is being pulled into the Clone Wars and only you can save the day! Welcome to LEGO® Star Wars III: The Clone Wars™. Prepare to participate in massive new battles and challenges, as both the Republic and villainous Separatists. Follow the epic stories of the Clone Wars as a multitude of characters, and explore the Galaxy in Anakin Skywalker's capital ship The Resolute in this all new LEGO* brick smashing adventure!

Controls



Control Pad	Move Characters and Ships / Aim Target Reticule
B Button	Jump / Fire Torpedoes (Flight Levels)
Y Button	Swing Lightsaber / Fire Blaster
A Button	Action and Use the Force (Ground Levels / Speed Boost (Flight Levels)
L/R Buttons	Change Characters (Ground Levels) / Evasive Manoevres (Flight Levels)
X Button	Hold to Activate Target Reticule (Ground Levels)
Touch Screen	Mini-Games / Activation Games / Change Characters (Ground Levels)
START	Pause/in-game options



How to Contact LucasArts

Where to Find Us Online

Visit the LucasArts Web site at www.lucasarts.com. From there you can access the Support area where you will have the option to receive online technical support through Yoda's Help Desk, browse technical documents, or leave a message for an online representative.

Yoda's Help Desk

We are proud to feature Yoda's Help Desk, an interactive knowledge base, which is available in the Support section of the LucasArts Web site at http://support.lucasarts.com. Yoda's Help Desk offers solutions to technical issues based on information you provide. Visitors to Yoda's Help Desk will be able to receive technical support 24 hours a day, seven days a week. If Yoda's Help Desk is unable to provide you with a solution to your problem, you will be given the option to submit an e-mail message to an online representative.

Product Support Mailing Address

LucasArts, ATTN: Product Support, P.O. Box 29908 San Francisco, CA 94129

LucasArts Company Store

Visit our secure online store at http://shop.starwars.com. The Company Store offers a complete selection of LucasArts games, hint books and logo gear.

You can also reach us by mail at:

Lucasfilm - LucasArts Store Product Order, P.O. Box 29901, San Francisco, CA 94129 Lucasfilm Ltd., Attn: RETURNS, 20100 S. Vermont Ave., Torrance, CA 90502-1475

SOFTWARE LICENSE AND LIMITED WARRANTY

PLEASE READ THIS LICENSE CAREFULLY BEFORE INSTALLING OR OTHERWISE USING THE SOFTWARE. BY INSTALLING OR OTHERWISE USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT INSTALL OR USE THE SOFTWARE AND PROMPTLY RETURN THIS PACKAGE AND ITS CONTENTS TO THE PLACE OF PURCHASE FOR A REFUND OR EXCHANGE SUBJECT TO THE RETURN POLICY OF THE RETIZER.

The computer program, artivoric, music, printed materials, on-line or electronic documentation, and other components included in this product and all copies of such materials as such as may be modified or updated (collectively referred to as the "Software"), are the copyrighted property of LucasAfts a division of LucasAffin Entertainment Company Ltd. and/or its affiliated entities or divisions, and its licensors (collectively

referred to as "LucasArts" or "Publisher"). The Software is non-exclusively licensed (not solid) to you, and LucasArts owns and/or controls all copyright, trade secret, patent and other proprietary rights in the Software. LucasArts may make improvements or updates to the Software at any time and with or without notice to you. Such improvements or updates may be automatically downloaded and incorporated into the Software where technologically feasible. Such updates or improvements may change the game play associated with the Software.

Subject to the terms and conditions of this Agreement, you may use the Software, solely for your personal use and only in connection with a Nationals Will or Nintendo DS system. You may not circumvent or attempt to circumvent any technological measures in the Software or the media designed to prevent copying or unauthorized access.

All rights not specifically granted under this Agreement are reserved by LucasArts and, as applicable, their liferances. You may not: (1) copy the Software in its entirely note a hard drive or other storage device and you must run the Software from included Nictendo Will Disc ("Will Disc") or Nintendo DS Game Card ("Game Card") as applicable; (2) distribute, rent, lease or sublicense all or any portion of the Software (3) modify or prepare derivative works of the Software, accepts as otherwises may be allowed herein; (4) transmit the Software or a network, by telephone, or electronically using any means, or permit use of the Software over authorized networks in accordance with its accumentation; (3) engage in matchmaking for multi-player play of the Software over authorized networks in accordance with its accumentation; (3) engage in matchmaking for multi-player play over unauthorized networks of descover any underlying source code, ideas, (7) inverse engineer the Software, derive source code, or otherwise attempt to reconstruct or discover any underlying source code, ideas, adjectime, file formats, programming or interoperability interfaces of the Software by any means whatsourer, accept to the extent expressly permitted by law despite a contractual provision to the contrary, and then only after you have notified LucasArts in writing of your intended activities; (8) remove, conceal, disable, or circumvent any proprietary notices or labels contained on or within the Software (9) export or re-export the Software or any copy or adaptation thereof in violation of any applicable laws or regulations; or (10) commercially exploit the obtaining a separate license from LucasArts (which it may or may not issue in its sole discretion) for such use, and LucasArts may charge a feel for any such separate license.

You may transfer the Software, but only if the recipient agrees to accept and be bound by the terms and conditions of this Agreement. If you transfer the Software, you must transfer all components and documentation. Your rights in and to this license are automatically terminated if and when you transfer the Software.

LucisArts werrants to the original consumer purchaser only that the media furnished in this Software will be free from defects in materials and workmanship under normal use for a period of intenty 900 days from the date of purchase (as evidenced by your recipion of the media furnished in this Software proves to be defective, and provided that the original consumer purchaser returns the media to LucasArts in accordance with the enstructions in this paragraph, LucasArts will replace the defective media. (a free of charge to the original consumer purchase, if the media proves to be defective within the ninety (90) day period following the date of purchase, or (b) for a fee of \$15.00 (all references herein are to United States dollars) per WiD isc or Game Card, if the media proves to be defective after the expiration of the expiration of the expiration of the expiration of the original constitution of the provided that the request is made within a reasonable time from purchase, and LucasArts continues to distribute the Wii Diac or Game Card commercially. To obtain a replacement to ViD isc or Game Card please return the defective media only, postageid, to LucasArts as well as a check for \$15.00 period, LucasArts within a value and the same and return address, as well as a check for \$15.00 period. LucasArts will also will did the defect has arising for of the work that the Software is no longer available, LucasArts retains the right to substitute a similar product of equal or greater value. This warranty is not applicable and shall be voil of the defect has arising the media and the substitute a similar product of equal or greater value. This warranty is not applicable and shall be voil of the defect has arising the substitute as miniar product of equal or greater value. This warranty is not applicable and shall be voil of the defect has arising the contract of the warrant wa

You expressly acknowledge and agree that use of the Software is at your sole risk. Except for the limited ninety (90) day warranty on the media set forth above, the Software and any related documentation or materials are provided "AS IS" and without warranty of any kind. LUCASARTS

EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTRIBUTY, FITNESS OF A PARTICULAR PURPOSE AND NONINFRINGEMENT. LUCASARTS DOES NOT WARRANT THAT FUNCTIONS CONTAINED IN THE SOFTWARE WILL BE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR EAROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. LUCASARTS SHALL ALSO NOT BE LIABLE FOR ANY DELAYS, SYSTEM FALLINESS OR SYSTEM OUTAGES WHICH MAY, AFFECT ONLINE GAME PLAY OR ACCESS THERETO. LUCASARTS RESERVES THE RIGHT TO DISCONTINUE MAKING THE SERVER AVAILABLE IAND YOUR ABILITY TO PLAY THE GAME) AT ANY TIME AND FOR ANY REASON. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY JAND VIOLAND YOU INDO NOT ALLOW THE EXCLUSION OF IMPLIED WARRINGS COST OF ALL SERVICING, REPAIR AND/OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTES, SO THE ABOVE EXCLUSION OF PHYPY TO YOU.

UNDER NO CIRCUMSTANCES INCLUDING NEGLIGENCE, SHALL LUCASARTS, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, LICENSORS

YOU AGREE THAT THE LIABILITY OF LICASARTS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED THE AMOUNT YOU ORIGINALLY PAID FOR THE USE OF THE SOFTWARE. YOU AGREE TO WAIVE ANY RIGHT TO COULTABLE RELIEF, INCLUDING, WITHOUT LIMITATION, ANY INJUNCTIVE RELIEF, TO ENFORCE THE TERMS HEREOF. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS AND OTHER PROVISIONS OF THIS AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE ABRIGAIN BETWEEN THE PARTIES, WITHOUT WHICH LICASARTS WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LUCASARTS WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LUCASARTS WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS DEPENDING ON THE LAWS IN YOUR STATE.

This Agreement is governed in all respects by the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents, and you hereby consent to personal jurisdiction in California. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You and LucasArts each agree that any claim or controversy arising out of this Agreement or the Software shall be settled by expedited binding arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall take place in Marin County, California, and you waive any claim that such forum is inconvenient. Any such claim or controversy shall be arbitrated solely on an individual basis and shall not be consolidated with a claim of any other party. The arbitrator may not change the terms of this Agreement. The arbitrator may award injunctive or other equitable relief to enforce the terms hereof; provided, however, that no injunctive or equitable relief may be awarded that would enjoin or impair LucasArts' rights or ability to distribute or otherwise market, advertise, promote or exploit the Software. If it is judicially determined that any claim or controversy arising out of or related to this Agreement or the Software cannot be settled by expedited binding arbitration as noted above, then you agree that any such claims or controversies shall be brought and maintained in the state courts located within the County of Marin. State of California or the federal courts of the Northern District of California. and you waive any claim that either such forum is inconvenient. The foregoing shall not preclude LucasArts from seeking any injunctive or other relief for protection of LucasArts' intellectual property rights or similar rights in any court of competent jurisdiction. Because LucasArts would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that LucasArts shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such

other remedies as LucasArts may otherwise have under applicable laws. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, reasonable attorney's fees. LucasArts shall have the right, but not the obligation, to defend or settle, at its option, any action or proceeding arising from a claim that your permitted use of the Software infringes or misappropriates any patient, copyright, or other ownership of a third party. You agree to provide LucasArts with written notice of any such claim unwithin ten (10) business days of your first knowledge thereof and to provide reasonable assistance in the defense or such claim. LucasArts shall have sole discretion and control over the defense or settlement of such claim, unless it declines to defend or settle such claim, in which case you are free to pursue such course of action as your reasonably determine. LucasArts is under no obligation the control of the con

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the validity and enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable. LucasArts' failure to act with respect to a breach by you or others does not waite LucasArts' inght not within the provision of the such provision and the provision of th

The Genrie term shall commence as of the date you install or otherwise use the Software. You may terminate this license by disposing of the Software. Without prejudice to any other rights of LucaSATs, this Agreement will terminate automatically if you fail to comply with its term and conditions. In such event, you must destroy all copies of the Software and all its component parts. Your disposal or distruction of the Software and any component parts must be done in accordance with applicable law. Except for the license granted herein and as expressly provided herein, the terms of this Agreement will survive termination.

If the Software is acquired under agreement with the U.S. government or any agency or instrumentality thereof or contractor therewith, it is acquired as "commercial computer software" subject to the provisions hereof, as specified in 48 CFR 12:12 of the FAR and, if acquired for Department of Defense (DoDI units, 48 CFR 22:77:202 of the DoD FAR Supplement, or sections succeeding thereto.

LucasArts, the LucasArts logo, STAR WARS and related properties are trademarks in the United States and/or in other countries of Lucasfilm Ltd. and/or its affiliates. © 2005-2011 Lucasfilm Entertainment Company Ltd. or Lucasfilm Ltd. All rights reserved. LEGO, the LEGO logo, the Brick and Knob configurations and the Minifigure are trademarks of the LEGO Group. All rights reserved.

This game and manual are each a work of fiction. All of the characters, events, locations, logos, and entities portrayed in this game are fictional. Any resemblance to real persons, fiving or dead, or actual events, is purely coincidental.

Online or wireless play subject to online terms of use and privacy policy as may be available online at www.lucasarts.com or such other site as LucasArts may designate.

LucasArts, a division of Lucasfilm Entertainment Company Ltd. PO. Box 29908. San Francisco, CA 94129

MARCH 11